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Title:

Report and
recommendations of the...

Place:

[Washington D.C.]

Date:

1946

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Nathan P. Feinsinger, chairman.

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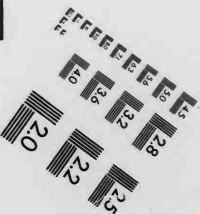
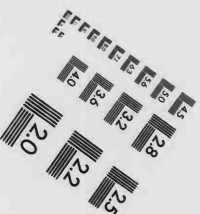
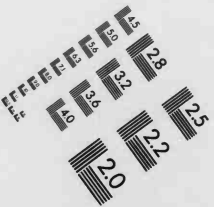
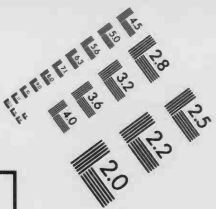
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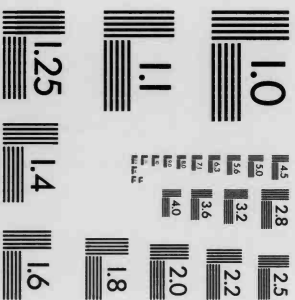
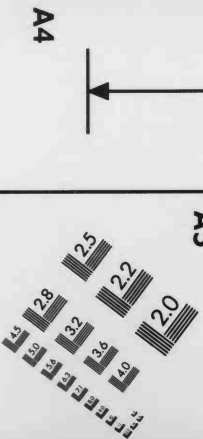


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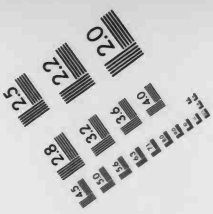
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UNITED STATES DEPARTMENT OF LABOR
REPORT AND RECOMMENDATIONS OF THE
FACT FINDING BOARD . PACIFIC GAS AND
ELECTRIC COMPANY

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Report and Recommendations
of the

FACT FINDING BOARD

Appointed by Order of

May 9, 1946

in the dispute between

THE PACIFIC GAS AND ELECTRIC COMPANY

and

THE UTILITY WORKERS UNION OF AMERICA, CIO,

LOCALS 133, 134, 135, 136, 137, 169, 236 and 241

Members of Board:

Benjamin Aaron

Clark Kerr

Nathan P. Feinsinger,
Chairman

June 14, 1946

OCT 11 1948

U. S. DEPARTMENT OF LABOR

Office of the Secretary
Washington

June 14, 1946

The Honorable L. B. Schwellenbach
Secretary of Labor
Washington 25, D. C.

Dear Mr. Secretary:

We transmit herewith the unanimous Report and Recommendations of the Fact-Finding Board appointed by you by Order of May 9, 1946, to investigate the labor dispute between the Pacific Gas and Electric Company, San Francisco, California, and the Utility Workers Union of America, Locals 133, 134, 135, 136, 137, 169, 236 and 241.

The Board was directed by you to meet with the parties on May 13, 1946, and to report to you within thirty days from May 14 "its findings of fact and recommendations which shall conform to the Federal wage and price stabilization policies." These instructions have been followed.

We take this opportunity to express our appreciation for their kind and efficient assistance, to Mr. L. R. Linsenmayer, Regional Wage Analyst, Bureau of Labor Statistics, U. S. Department of Labor; Miss Lee Jackson, Administrative Assistant; and to Mr. Ernest P. Marsh, Regional Director, and Mr. William P. Halloran, Assistant Regional Director, U. S. Conciliation Service, U. S. Department of Labor.

Respectfully submitted,

S/ Benjamin Aaron
Benjamin Aaron

S/ Clark Kerr
Clark Kerr

S/ Nathan P. Feinsinger
Nathan P. Feinsinger,
Chairman

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I

NATURE OF THE PROCEEDINGS

The purpose of these proceedings is to find the facts in a labor dispute and to make public recommendations for its settlement.

The dispute is between the Pacific Gas and Electric Company, hereinafter called the Company, and the Utility Workers Union of America, CIO, Locals 133, 134, 135, 136, 137, 169, 236, and 241, hereinafter called the Union. The locals are combined for the purposes of collective bargaining and other matters into the Utility Workers Joint Council. The proceedings are before a Board comprised of three public members, appointed by the Secretary of Labor by order dated May 9, 1946. (Board Exhibit 3). The members of the Board are:

Benjamin Aaron, Permanent Arbitrator, North American Aviation, Inc., and United Auto Workers, CIO, Los Angeles, California.

Clark Kerr, Director, Institute of Industrial Relations, University of California, Berkeley, California.

Nathan P. Feinsinger, Chairman, Professor of Law, University of Wisconsin, Madison, Wisconsin.

The order establishing the Board directs that it report to the Secretary "within thirty days from May 14 its findings of fact and recommendations which shall conform to Federal wage and price stabilization policies."

The Board first met with the parties at the Fairmont Hotel, San Francisco, California, on Monday, May 13. Formal sessions were held on May 14, 17, 20, 21, 22, 23, and 24. In addition, the Board held procedural or informal meetings during and subsequent to the above dates, by arrangement with both parties. The final document submitted by the parties was received on June 6, 1946.

II

THE PARTIES

The Company is a privately owned and operated public utility engaged in the manufacture, production, distribution and sale of gas and electricity in the State of California. It is one of the largest such utilities in the country, its operations covering an area roughly equivalent to the total of the New England States. Its electrical energy is derived largely from hydro-electric plants and its gas from natural wells in California.

The Company employs approximately 12,500 persons, of which 8,000 are so-called "physical workers" and 2,500 "clerical workers." The remainder are executive and supervisory personnel.

The Company's operations are divided for administrative purposes into thirteen geographic divisions. (Company Exhibits 3 and 4). In addition, there are the following specialized units (as established by the National Labor Relations Board for the purposes of collective bargaining): General Office (San Francisco) building and maintenance and service employees; General Office clerical employees performing divisional functions, hereinafter called the General Office clerical employees; Central Supply Depot, Emeryville; Bureau of Standards and Tests; General Construction.

The Utility Workers of America, CIO, with which the Union in this case is affiliated, is a national union with headquarters in New York. Its jurisdiction includes employees of gas, electric, steam and water utilities. The Union in this case represents the following units of the Company's physical and clerical workers for the purposes of collective bargaining:

Local 133

Physical workers, City and County of San Francisco
Clerical workers, San Francisco Division
Building Maintenance Workers, General Office, San Francisco

Local 134

Physical workers, Alameda County and City of
Richmond district
Clerical workers, Central Supply Department, Emeryville
Physical workers, shops and warehouse and supply
depot, Emeryville

Local 169

Physical workers, Contra Cost County

Local 135

Physical workers, Napa, Vallejo, Benecia, St. Helena
districts

Local 236

Physical workers, San Rafael, Sausalito districts

Local 241

Physical workers, Santa Rosa, Petaluma, Healdsburg,
Mendocino County districts

Local 136

Physical workers, San Jose district

Local 137

Physical workers, Redwood City, San Mateo districts

To summarize, the Union represents (1) the physical workers of the Company in the San Francisco Bay area, embracing four of the thirteen geographical divisions of the Company; (2) the clerical workers in the San Francisco Division offices; (3) the clerical and physical workers at the Central Supply Depot at Emeryville; and (4) the General Office building maintenance workers. Also, it has recently won a representation election involving the General Office clerical workers. Physical and clerical workers

in the nine so-called "outlying divisions" and other units of the Company's operations are either organized by the International Brotherhood of Electrical Workers, AFL, which is not a participant in these proceedings, or are unorganized. 1/

III

HISTORY OF COLLECTIVE BARGAINING

Organization by this Union or its predecessor, the United Electrical, Radio and Machine Workers of America, CIO, among the employees of the Company began in 1936. In subsequent representation proceedings the National Labor Relations Board sustained the Union's contention for separate bargaining units rather than a single system-wide unit as contended for by the Company, and organization has proceeded accordingly. The Union was certified as the collective bargaining representative for its first unit in June, 1942. Subsequent disputes over collective bargaining in this and other units resulted in proceedings before the National Defense Mediation Board and its successor, the National War Labor Board. Others were settled by collective bargaining pursuant to Board direction or otherwise. 2/ The results of the various Board orders and the completed negotiations are incorporated in a basic or "master" agreement for the eight U.W.U.A. locals, dated August 15, 1944; an "Interim Agreement," dated December 15, 1945; and a "Second Supplementary Agreement," dated April 1, 1946. (Board Exhibits 6, 6a, 6b).

The April 1, 1946 agreement disposed of the last of a series of "intra-plant inequity" issues, but left open the question of a general wage increase, with which the present proceedings are concerned.

1/ For a more complete picture of the respective jurisdictions of the UWUA and the IBEW see Company Exhibits 3, 4, and 5.

2/ The War Labor Board cases referred to are the following: Pacific Gas & Electric Co. (East Bay Div.) and Locals 134 and 169, UWOC-CIO, Case No. 2438-CS-D, (1943) (1944); Pacific Gas & Electric Co. (9 divisions) and Local B-1245, IBEW-AFL, Case No. 111-10977-D (1945)

The issue of a general increase dates back in a sense to August, 1944, when the Union demanded a general wage increase of 17 cents an hour, in line with a similar demand by other CIO Unions. This demand was rejected by the National War Labor Board. The same demand was repeated in June, 1945, and rejected by the Company. At that time the Company made a counter-offer of a 10 percent increase to all physical workers, with certain exceptions, to be effective for each group as it returned from a 48 to a 40 hour workweek. At the same time the Company made a similar offer in lesser and varying amounts to the remaining physical workers and to the clerical workers. The primary purpose of these offers was to offset the loss in overtime pay anticipated to result from a cutback in hours from 48 to 40 for physical workers and 44 to 40 for clerical workers in general. The Union rejected the proposal. The offer to the clerical workers was objected to particularly by the Union on the ground that the Company thereby sought to offset as a general increase the adjustment of certain inequities in the clerical wage structure which had long been the subject of dispute.

On October 3, 1945, the Union made a new demand calling for a 30 percent general increase. ^{3/} This demand, as subsequently modified, is the basis of the present dispute.

On October 8, 1945, the Company made the following adjustments, effective as of October 1, 1945:

1. A general increase of 10 percent to the physical workers, whether or not they had returned from a 48 to 40 hour week.

^{3/} The history of the subsequent negotiations is set forth in Union Exhibits 1-9; Transcript p.p. 22-38. See also Union Exhibits 2, 3, and 4 and Company Exhibit 7.

2. An increase of $6\frac{2}{3}$ percent in weekly rate to the 504 clerical workers in the General Office. (Ultimately the Company conceded that this adjustment did not represent an increase in base or hourly rate, but an increase in weekly earnings designed simply to compensate for a corresponding $6\frac{2}{3}$ percent increase in weekly hours. Prior to the war, this group worked $37\frac{1}{2}$ hours weekly, while clerical workers generally worked 40 hours. During the war, all clerical workers were on a 44-hour schedule. After the war, all clerical workers went on a 40-hour schedule. (See Company Exhibits 15, 16, 21).
3. An increase of $6\frac{2}{3}$ percent, discussed later, to the 87 clerical workers in the Central Supply Depot, Emeryville,
4. An increase averaging approximately 9 percent, discussed later, to the 1804 remaining clerical employees.

The Union accepted these adjustments, but with a clear understanding on both sides that the Union was not conceding the $6\frac{2}{3}$ and 9 percent adjustments to be anything more than the adjustment of intra-plant inequities, and that the Union was not waiving its original demand for a 30 percent general increase for both physical and clerical workers. ^{4/}

On January 15, the Company offered a further 5 percent increase to all physical and clerical workers, to be made effective as of January 1, 1946. ^{5/} On February 6, the Union rejected the offer, but modified its demand from 30 percent to 25 cents per hour across the board.

^{4/} Besides these adjustments, there were various other adjustments concluded on different dates for physical and clerical workers, mainly resulting from War Labor Board proceedings, all of which took effect prior to V-J Day. See Company Exhibit 29. The Company concedes that these were intra-plant inequity adjustments.

^{5/} The same offer had been made by the Company to the IBEW on December 17, 1945, in response to its demand for an $8\frac{1}{2}$ percent increase beyond the October 1, 1945 adjustments previously made by the Company. (Company Exhibit 28).

During subsequent negotiations the Union again modified its original demand to its present form: 20 percent across the board for both physical and clerical workers, exclusive of the 6-2/3 and 9 percent adjustments referred to above, retroactive to October 3, 1945, the date of its demand.

Negotiations on the Union's final demand reached an impasse late in March. The Union proposed arbitration, which the Company rejected. The Company then proposed fact-finding, which the Union rejected when the Company declined to bind itself to abide by the recommendations of the fact-finding board. Thereupon a strike vote was taken by the Union by secret ballot, resulting in a vote of 2,071 for and 307 against a strike. A series of meetings took place with representatives of the Conciliation Service of the U. S. Department of Labor. During these meetings, on April 25, 1946, the Company offered an additional 2½ percent increase to all physical and clerical workers, effective February 1, 1946, which when pyramided on the previous offers of 10 and 5 percent brought the total offer at least for the physical workers, up to approximately 18.5 percent.

At this point, according to the Union, a further meeting was scheduled for April 29, with the understanding that neither side would publicize the negotiations. The following morning the Company announced its new 2½ percent offer. ^{6/} According to the Company, the announcement was pursuant to a previous understanding with the I.B.E.W. that it would match any subsequent increase, beyond its 10 and 5 percent offers, by the Southern California Edison Company. The latter company had subsequently granted an increase which exceeded the P.G. and E. offers by 2½ percent. (Company Exhibit 28). In any case, the UWUA regarded the announcement as a breach of faith in the bargaining relationship, and a strike appeared imminent. The strike was averted through the efforts of the Conciliation Service on the basis of the following stipulation (Board Exhibit 2):

^{6/} Union Exhibit 49.

"In the interest of reaching an agreement on the matters in dispute between the Pacific Gas and Electric Company and the Utility Workers Union of America, and in order to avoid the threatened strike, the Company and the Union join in making a joint request for the appointment of a Fact Finding Board to be named by the President of the United States or by the Secretary of Labor.

The Union agrees to accept the Board's findings. However, although the Company does not agree in advance to be bound by the recommendations of the Board, this reservation will not be exercised arbitrarily; nor will the Company consider, as a basis for exercising its reservation, the application by the Board, of the National Wage Stabilization policies to the matters in dispute.

The Company will give serious consideration to any and all recommendations made by the Board. In the event that it should determine that it must act on its reservation, it will reject the recommendations as a whole."

The appointment of this Fact Finding Board followed.

IV

THE ISSUES

The issues are as follows:

1. Whether the physical workers are entitled to any increase beyond the 18.5 percent increase already in effect or offered.
2. Whether the clerical workers as a group are entitled to any increase beyond the increases or adjustments already in effect or offered.
3. Whether or not the 5 percent and $2\frac{1}{2}$ percent increases offered by the Company to the physical and clerical workers, to be made effective as of January 1 and February 1, 1946, should be made effective, as the Union requests, as of October 3, 1945, the date of the Union's original demand in this case.

V

DISCUSSION

1. The 20 Percent Demand

The Union contends that a general pattern of post V-J day wage increases exists within the public utility industry in California which justifies its 20 percent demand. The Company contends that its offer of 18.5 percent meets any existing pattern in the industry either locally or nationally.

The Board has carefully considered the evidence submitted by both parties bearing on this issue (Union Exhibit 32; Company Exhibits 26 and 27) as well as the data gathered independently by the Bureau of Labor Statistics at the request of the Board and submitted to the parties for comment (Board Exhibits 7, 8 and 9).

It is true that in a few instances involving other utilities, notably Southern California Gas Co., the aggregate increase negotiated since V-J day exceeds 18.5 percent. In such instances, the parties to the present case disagree as to the true nature of the increase, i.e., as to whether or not such increases include the adjustment of intra-plant or inter-plant inequities, etc. After careful analysis of the data summarized in Table 1 below, we find that on the whole the post V-J day increase already in effect for or offered by the Company to its physical workers, aggregating 18.5 percent, does not fall short of any clearly established pattern for comparable utilities, either on a local or national basis.

TABLE I. PATTERN OF GENERAL WAGE INCREASES, ELECTRIC LIGHT AND POWER AND GAS COMPANIES, SINCE AUGUST 18, 1945 ^{1/}

Area	Establishments ^{2/}	Percentage increases (All non-supervisory employees)
California	Total (including PG&E-IBEW) ^{3/}	18.0
	Total (excluding PG&E-IBEW)	17.7
	Major (including PG&E-IBEW) ^{3/}	18.9
	Major (excluding PG&E-IBEW)	19.1
	Minor	12.5
Pacific Coast	Major and minor companies	16.0
United States	Major and minor companies	12.5 to 17.5 ^{4/}

^{1/} Prepared by the Bureau of Labor Statistics on the basis of information presented in Board Exhibits 7, 8 and 9, Company Exhibit 27, and Union Exhibit 32.

^{2/} The "major" companies are the larger establishments. Each of the "minor" companies has fewer than 1,000 employees.

^{3/} Includes IBEW units and unorganized workers in the P. G. & E. Co., who have received increases amounting to 18.5 percent.

^{4/} Represents largest concentration of workers in study of wage increases of 101 electric light and power establishments by the Bureau of Labor Statistics.

Conversely, although the Company has not raised the issue and does not plead inability to pay, the 18.5 percent increase offered does not exceed the current pattern for comparable utilities, particularly in California.^{7/} (It should be noted that the increases granted by other California utilities, all of which were the result of collective bargaining or other voluntary action, were typically in terms of percentages rather than cents-per-hour). The increase offered by the Company would therefore be approvable under existing Federal wage and price stabilization policies, especially Section 304 of the Regulations of the Office of Economic Stabilization issued March 8, 1946 (Title 32, Chapter XVIII, Part 4001) which provides as follows:

"The appropriate wage or salary stabilization agency shall approve a wage or salary increase which it finds to be consistent with the general pattern of wage or salary adjustments which has been established in the particular industry, or in the particular industry or related industries within the particular local labor market area, during the period between August 18, 1945, and February 14, 1946."

2. The Clerical Workers issue

The Union contends that the clerical workers are entitled to a general increase identical in form and amount with the increase to the physical workers, without any offset for the adjustment of intra-plant inequities. It bases its contention on the uniform practice of the Company in this regard, even prior to unionization.

^{7/} Compare especially the increases negotiated between the other two dominant utilities in the State, Southern California Gas Company and Southern California Edison Company, Ltd., and the UWUA and IBEW, as shown on Table 1. The increase is probably also approvable under Section 305 of the Regulations permitting a total increase in rates since January 1941 up to 33 percent to offset the assumed increase in cost of living. Including only "general increases", and assuming that the clerical workers all will have received a general increase of 18.5 percent since V-J day, which is doubtful, the total increase since January 1941 would be 33-1/2 percent (15 + 18.5).

The Company concedes that this has been its past practice, and that it intends to follow this practice hereafter. In fact, its outstanding offers of an additional 5 percent increase effective January 1, 1946 and a further 2-1/3 percent increase effective February 1, 1946 apply to physical and clerical workers alike. The real dispute therefore arises from the Union's claim that the clerical workers have received no general increase to match the 10 percent increase to the physical workers which was made effective as of October 1, 1945.

The Company does not attempt to meet the Union's claim directly. In other words, it does not contend that the clerical workers have received a "general increase", at least not in the same sense as the 10 percent increase to the physical workers. It does contend, however, (a) that the clerical workers received substantially equivalent benefits, effective as of October 1, 1945; (b) that the post V-J day adjustments should not be considered separate and apart from the Company's wage history since 1941; and that since 1941, taking into account all wage adjustments made regardless of their nature or source, the clerical workers, as a whole, have benefited considerably more than the physical workers; (c) that the Company's clerical rates, after adding the outstanding 5 percent and 2-1/2 percent offers, will equal or exceed rates for comparable classifications in other California utilities, or in industry generally in the San Francisco Bay area; (d) that its internal wage structure is now in balance, particularly as respects the relationship between certain key classifications of physical and clerical workers, and that any increase to the clerical workers beyond the Company's outstanding 5 percent and 2-1/2 percent offers would upset such balance.

8/

a. The October 1, 1945 adjustments

As of October 1, 1945, the Company granted (1) a $6\frac{2}{3}$ percent adjustment in weekly rates to the General Office clerical workers, covering 504 employees or 21.03 percent of the total clerical force; (2) a $6\frac{2}{3}$ percent increase in weekly rates to the clerical workers in the Central Supply Depot at Emeryville, covering 87 employees or 3.6 percent of the total clerical force; and (3) a varying cents-per-hour adjustment, averaging about 9 percent, to the divisional clerical workers, covering 1805 employees or 76.16 percent of the total clerical force.

(1) The $6\frac{2}{3}$ percent adjustment to the General Office clerical workers, as previously stated, was not an increase in basic or hourly rates, but was simply an adjustment in weekly rate corresponding to a $6\frac{2}{3}$ increase in normal weekly hours for this particular group of workers. This is conceded by the Company.

(2) Prior to the $6\frac{2}{3}$ adjustment to the General Office clerical workers referred to in (1) above, the weekly rates for that group and for the Central Supply Depot clerical employees were on a par. However, the former group enjoyed a $2\frac{1}{2}$ hour differential in normal weekly hours, working $37\frac{1}{2}$ hours as against 40 hours for all other clerical employees. The Union had sought to have this $2\frac{1}{2}$ hour differential eliminated since its certification late in 1944 as representative of the Central Supply group. After the $6\frac{2}{3}$ adjustment in weekly pay to the General Office group, the Company extended the adjustment to the Central Supply group, thus maintaining their former parity in weekly pay and at the same time eliminating the long-standing $2\frac{1}{2}$ hour differential as between these two groups.

8/ The employment figures used in the discussion of this point are based on the May, 1946 pay roll.

(3) Prior to October 1, 1945, the General Office group referred to in (a) above and the Central Supply Depot group referred to in (b) above enjoyed a \$5 per month differential in pay over the divisional clerical employees. The Union had sought the elimination of this differential, as well as the 2-1/2 hour differential between the General Office group and the divisional clerical workers, since its certification some time in 1945 as representative of the San Francisco Division clerical workers. The October 1, 1945 adjustment to the all divisional clerical workers, varying in cents-per-hour and averaging 9 percent, established parity in rates and hours for all clerical employees on comparable jobs, thereby eliminating both the 2-1/2 hour differential and the \$5 per month differential between the General Office group and the divisional clerical employees.

The 10 percent general increase to the physical workers, as well as the 6-2/3 and 9 percent adjustments to the clerical workers, when first offered in June, 1945 were explained by the Company as designed to cushion the anticipated loss of overtime on reconversion to a normal work week. (Co. Exhibits 15 and 16). If this theory justified a 10 percent increase to the physical workers, it would justify only a 5 percent increase to the clerical workers, since their anticipated loss of overtime was roughly half^{9/} that for the physical workers. This theory, however, was not strictly applied, as evidenced by the fact that a miscellaneous group of physical and clerical workers who had remained on their normal 40 hour schedule throughout the war subsequently received a full 10 percent increase, effective as of July 16, 1945, the date of application for stabilization approval.

^{9/} The clerical workers generally had gone from a 40 hour to a 44 hour schedule and were to return to a 40 hour schedule. The general office clerical workers had gone from a 37-1/2 hour schedule to a 44 hour schedule and were to return to a 40 hour schedule. The physical workers had gone from a 40 hour to a 48 hour schedule and were to return to a 40 hour schedule.

The 6-2/3 and 9 percent adjustments, averaged over all the clerical workers as a group (2396 employees), amount only to 7 percent, or 3 percent short of the 10 percent general increase granted to the physical workers effective on the same date. If the 6-2/3 adjustment to the small group of Central Supply Depot clerical employees (87 in number) were eliminated from the calculation, as not in any sense constituting a general increase, the clerical workers as a whole would be 3-1/4 percent short.

The Union points out that these adjustments constituted merely the elimination of long standing intra-plant inequities, and concludes that by well established rules of wage stabilization they should not be offset to any extent against general increases otherwise due.

If the Board were to adhere to the technical distinction between "intra-plant inequities" and "general increases", it would have to consider whether or not the 9 percent increase to the 1805 divisional clerical workers, constituting 76.16 of the total clerical force, should be classified as a general increase rather than as the elimination of an intra-plant inequity. If so classified, the said 9 percent adjustment averaged over the entire clerical force as previously stated would constitute an increase of at least 6-3/4 percent, leaving an increase of only 3-1/4 percent still due. The Board does not find it necessary to decide this technical question, since the parties have agreed (Transcript pp. 59-67) that the Board is to base its recommendations on all the over-all equities in the case.

On the other hand, if the Board were to accept the Company's view that benefits accruing to substantial groups of workers, regardless of their nature or source, should be considered in connection with this dispute, the Board would also have to consider the equities of the General Office clerical workers, constituting 21 percent of the total clerical forces, who have

received no increase in basic rates ^{9a/} since V-J day (aside from the 5 percent and 2-1/2 percent offers now outstanding) while virtually all other clerical employees have received, by the Company's appraisal, an increase of 9 percent which, averaged over the total clerical force, amounts to approximately 7 percent. Therefore, from one point of view, the General Office workers are entitled to an increase of this amount to equalize the post V-J day increases for all clerical employees.

To grant this particular group a separate increase would re-create a differential in wage rates which neither party desires. On the other hand, the retention of the fund represented by such an increase would represent, in a real sense, a wind-fall to the Company. One possible solution would be to distribute the fund in the form of a further 1.5 percent general increase to the whole clerical force. Thus, all the clerical workers would receive 3 percent (10 - 6-3/4) plus 1.5 percent, or 4.75 percent as a general increase over and above all adjustments and increases already in effect or offered.

As previously stated, the Board is not expected to base its recommendations as to the clerical workers on this issue alone, but on the total equities in the case.

b. The Company's wage history since 1941

The Company contends that post V-J Day increases should not be considered separate and apart from the whole history of rate changes since January, 1941. If its approach be accepted, the Company further contends that since that date the clerical workers have, on the whole, fared considerably better than the physical workers. The Union contends that such

^{9a/} It may be noted that in its proposal of June 29, 1945, the Company characterized the 6-2/3 percent adjustment as an increase in weekly and monthly "base rates". This was clearly a misnomer, as the group affected suffered a corresponding increase in their normal work schedule.

a comparison is irrelevant, pointing out particularly that any favorable balance to the clerical workers is mainly the result of the elimination of inequities in the clerical wage structure stemming from proceedings before the National War Labor Board.

Between 1941 and V-J day, the Union received exactly 15 percent in the form of general increases (Union Ex. 32-B). The additional benefits relied on by the Company in support of its position include the elimination of sex and area differentials, of overlaps in clerical rate range, and of a misapplication of the grade point system.^{10/} All these adjustments were made effective as of December 2, 1944. Certain adjustments were also made in the physical wage structure, effective as of January 1, 1945. Of necessity, various adjustments to the clerical workers did not extend to the physical workers, because of the difference in their wage structures. This is particularly true of the elimination of sex and area differentials, as well as the \$5 per month and 2-1/2 hour differentials previously discussed.

Disregarding the nature and source of the increases or adjustments made since January, 1941, it is a fact that percentage-wise the clerical workers have fared, on the whole, better than the physical workers, as shown by Table 2 below.

^{10/} See Co. Exh. 21, 29

TABLE 2. AVERAGE INCREASES IN STRAIGHT-TIME HOURLY EARNINGS TO PHYSICAL AND CLERICAL WORKERS, JANUARY 1941 TO AUGUST 1945 AND JANUARY 1941 TO PRESENT, INCLUDING COMPANY'S OFFER ^{1/}

	: Increases January 1941 to August 1945		: Increases January 1941 to February 1946	
	: <u>Percentage Cents per hour</u>		: <u>Percentage Cents per hour</u>	
Physical	21.9	20.3	41.3	44.5
^{2/} Clerical	28.8	23.8	40.1	48.4
^{3/} All workers	25.2	22.3	42.0	47.2

The question remains as to the weight, if any, to be given these data in relation to the over all equities in the case. Further reference to these data will be made in connection with the Company's contention that its position must be sustained in order to assure a balanced internal wage structure.

c. The relationship between the Company's clerical rates and clerical rates elsewhere.

The Company contends that its clerical rates exceed the level of rates for comparable occupations in California utilities and in other industries in the area. ^{11/} The Union does not dispute this contention, but points out that such rate relationship is one of long standing, and that the comparison is wholly irrelevant to the issue under consideration.

^{1/} Based on Company Exhibits 6 and 20.

^{2/} Estimated average straight-time hourly earnings, August 1945 for clerical workers, including effects of sex differentials, "overlap" and various classification inequity adjustments retroactive to December 2, 1944.

^{3/} Note that the increase in earnings for all workers combined exceeds the increase for either component group. The Board is advised that this results from the fact that the cents-per-hour figures represent weighted averages, and the fact that the proportion of clerical workers to the whole was greater in 1941 than in 1946.

^{11/} Company Exhibits 24 and 25.

This particular aspect of the dispute requires no extended comment by the Board. It may be pointed out, in passing, however, that the Company's approach would tend to neutralize its argument that the general increases by other California utilities in excess of its own 18.5 percent offer should be discounted because such increases were, in part, designed to lessen the differential between Southern California utility rates and P.G. and E. rates.^{12/}

d. The relation between the Company's physical and clerical wage structures

The Company maintains that there has always been a definite relationship between the physical and clerical wage structure, particularly between the rates for Clerk "A" - Male - Standard and the Journeyman Lineman; that the total adjustments already in effect or offered, disregarding the nature or purpose of such adjustments, will result in a balanced intended wage structure; and that to grant further increases to the clerical workers would disturb this balance, and would lead to a further demand by the physical workers for its restoration. The Union denies that there has been any such internal relationship; or that the additional increase requested for the clerical workers would create an imbalance.

From the Company's own data, submitted in support of its contention,^{13/} it appears that the rate for Clerk "A" - Male - Standard would still lag almost 2 percent behind the rate for the Journeyman Lineman after applying its outstanding offers. Moreover, comparing the Apprentice Lineman (the only other lineman classification contained in the Company's exhibit) and Clerk "C" - Male - Standard, a comparison also contained on the Company's exhibit, the rate for the latter would lag more than 11 percent behind. Comparing all clerk classifications and all physical

^{12/} Transcript pp. 401-403

^{13/} Company Exhibit No. 22

occupations selected by the Company for comparison, the clerical rates would lag about 1 percent behind. The foregoing comparisons are based on weighted averages and present the most favorable aspect of the Company's exhibits.

Thus, giving face value to the Company's contention with respect to a balanced wage structure and full weight to its supporting evidence, it is apparent that even with respect to the relationship between Journeyman Lineman and Standard Clerk "A" - Male - Standard, a 2 percent increase in clerical rates is required to maintain the previous relationship. If the Board were to consider the relationship between all of the physical and clerical occupations listed on the Company's exhibit for the purposes of comparison and strike an average, a greater increase would be required. If in addition the Board were to give due weight to the greater improvement in the progression system for physical workers over the improvement in the system for the clerical workers,^{14/} an increase of 5 percent in clerical rates would be permissible and justified.

Whether or not a relationship can be said to exist between the physical and clerical rate structures, and if so, whether or not the rate structures were or are now in balance, do not seem to the Board in this case to be susceptible of exact proof. Assuming such a relationship to exist, the question of what is a proper balance is to a large extent a matter of judgment. While not purporting to substitute its judgment for that of the Company, the Board believes the following observations to be pertinent.

^{14/} Co. Exh. 8

(1) A balanced wage structure is highly desirable, but cannot be considered to the exclusion of all other factors in a labor dispute. This is particularly true in a case like the present in which both parties have asked the Board to base its recommendations on the over all equities in the case.

(2) So far as the record discloses, the "balance" theory was first advanced by the Company in these hearings. In announcing the adjustments effective as of October 1, 1945, the Company made no mention of this theory. If the Company had in mind at that time the maintenance or establishment of a balanced wage structure in cents-per-hour, it was somewhat inconsistent to make its subsequent offers in terms of percentages, which would naturally tend to upset any previous cents-per-hour relationship.

(3) In its exhibits,^{15/} the Board compares occupational rates for physical workers with rates for "standard" and "outlying" clerical workers. No mention is made of the so-called "premium" clerical workers, i.e., those employed at the General Office, despite the fact that of a total of 287 in the Clerk "A" - Male classification there were 153 in the "premium" group, 98 in the "standard" group, and 36 in the "outlying" group. (Transcript, p. 353). Furthermore, a comparison of Journeyman Lineman with Clerk "A" - Male - "Premium" would seem to be most logical since the clerical differentials have now been abolished and all clerical employees are now at the so-called "premium" rates.

(4) On the basis of the Company's exhibits, a minimum increase of 2 percent to the clerical workers is actually required to maintain or establish balance between the two wage structures. This is true even if

^{15/} Company Exhibits 23 and 24.

the Board were to limit its consideration to a comparison of the classification most stressed by the Company, namely, Clerk "A" - Male - Standard and Journeyman Lineman. Comparing all the classifications contained in the Company's exhibits, and giving proper weight to the greater improvement in the progression system for the physical workers, an increase of 5 percent is permissible and justified.

(5) In view of the Company's established policy of extending benefits obtained by one union to employees represented by the other and to unorganized employees, it is clear that no question of unfair treatment to employees because of their different union affiliation or their non-affiliation is involved.

As to the possibility of unfair treatment as between the two unions, the Company has testified that while carrying on negotiations with the UWUA it committed itself to grant the IBEW increases beyond the 10 percent and 5 percent increases then in effect or offered, contingent on further increases by another California utility.^{16/} This incident indicates that regardless of uniform final results, the Company itself has encouraged separate negotiations with the two unions.

Of much greater significance is the fact that the contracts with both unions are "open end" as to wages, i.e., they have no fixed termination or reopening dates. Without attempting to assess or to allocate fault, if there be fault, the fact remains that the Company has made no effort to secure a firm contract on wages, much less a uniform termination date with both unions. It is obvious that as long as this situation exists there is bound to be considerable jockeying for position between the unions.

^{16/} See Co. Exh. 28, Un. Exh. 49.

The question of a firm contract as to wages is not an issue in this case, and, of course, the Board is not in a position to make a recommendation to the IBEW, which is not a party to this case. The UWUA has indicated its willingness to negotiate a firm contract on wages. The Board strongly urges the parties to conclude such a contract with a fixed termination date or an appropriate reopening clause, in the interest of stable labor relations and a sound wage policy.

3. Retroactivity

The Union's demand is for full retroactivity, to October 3, 1945, the date of its 20 percent demand. The Company has granted 10 percent to the physical workers and various adjustments to the clerical workers effective October 1, 1945, and has offered an additional 5 percent effective January 1, 1946 and $2\frac{1}{2}$ percent effective February 1, 1946 to all workers.

Any further increases to the clerical workers relative to the 10 percent increase granted the physical workers should clearly be made retroactive to October 1, 1945.

As to the remaining 5 percent and $2\frac{1}{2}$ percent adjustments, the problem is more complex. In support of its demand for full retroactivity to October 3, 1945, the Union alleges, in addition to the familiar arguments supporting retroactivity in general, (1) that the October 3 demand was really a renewal of earlier unsatisfied demands; (2) that the Company engaged in "stalling tactics" in the negotiations; and (3) the general pattern of retroactivity in post V-J day settlements among other California utilities is full retroactivity to the date of demand or wage reopening.

The record shows that the Union's first demand which can properly be related to this case was made in June, 1945, when it requested a general increase of 17 cents per hour. At that time the Company offered

an increase of 10 percent to the physical workers and what it regarded as a corresponding increase for the clerical workers, on the return of each group to a normal workweek. Although this offer was rejected, the Company, nevertheless, later put the 10 percent increase into effect, as of July 16, 1945, for those workers who had remained on a normal workweek.

The demand immediately related to this case was made on October 3, 1945, when the Union requested a 30 percent increase across the Board for both physical and clerical workers. While the Union pursued its demand diligently, it is clear from the Company's own testimony that it did not intend to negotiate and did not in fact make serious counter-proposals until some time after January 1, 1946. The Company's explanation for this delay is that it did not wish to make a concrete proposal until the tax situation for 1946 would be clarified. Assuming this to be a justification for delay in making an offer, it has no real bearing on the effective date of an increase when offered, particularly in this case where the record shows there were fully adequate reserves established for the full amount demanded by the Union.

The Company itself appears to have recognized the general principle of retroactivity in making the first series of adjustments - the 10 percent general increase to the physical workers and the 6-2/3 and 9 percent adjustments to the clerical workers - effective as of October 1, 1945. It seeks to justify a later effective date for the 5-1/2 percent and 2-1/2 percent increases for both groups mainly on the ground that the post V-J Day pattern of 18.5 percent for California utilities was not fully developed until January or February, 1946.

As to the second point, namely, that the wage pattern for California utilities was not fully developed until January or February, 1946, the

reference is primarily to the negotiated increases to employees of the other dominant California utilities, namely, the Southern California Gas Co., and the Southern California Edison Company Ltd. The 20 percent increase to the employees of the first company, though not negotiated until March 1, 1946, was made fully retroactive to November 1, 1945, the date on which the wage issue in that case was first opened. As to Southern California Edison Co., Ltd., a 10 percent increase, negotiated on September 10, 1945, was made retroactive to September 1, 1945, the approximate date of the wage reopening. A further increase of $7\frac{1}{2}$ percent, to which the Company refers particularly, negotiated on April 25, 1946, was made retroactive to January 1, 1946 for employees represented by the UWUA, and February 1, 1946 for the IBEW. According to the Union, the local union in that case agreed to the January, 1946 rather than the September, 1945 retroactive date in consideration of other benefits.

As to the remaining California utilities referred to by the evidence, the predominant pattern has been full retroactivity to the date of demand or wage reopening, while in a few instances a later date was negotiated.

Thus, in terms of effective dates, the settlements made by other California utilities would support an increase of 10 percent effective as far back as September 1, 1945, and a further increase of $7\frac{1}{2}$ percent effective at least as early as November 1, 1945. On the basis of the dominant pattern of full retroactivity to the date of wage demand or reopening among other California utilities, full retroactivity of all increases to October 3, 1945 would technically be justified in this case.

VI SUMMARY AND CONCLUSIONS

1. The Union's 20 percent demand for all workers.

The Company's offer of 18.5 percent to the physical workers meets the existing pattern of post V-J day increases for comparable utilities on either a local or national basis. The Union's demand for an increase in excess of that figure should, therefore, be denied.

2. The Union's demand for a further increase to clerical workers.

The Union contends that in applying to this case the post V-J day pattern of increases among other California utilities, nothing should be considered as an offset except "general increases." On this basis, it contends that the clerical workers have received no increase, effective as of October 1, 1945. It concludes, therefore, that the clerical workers are entitled to a full 10 percent increase, effective October 1, 1945, in addition to the Company's outstanding offer of increases of 5 and $2\frac{1}{2}$ percent to both physical and clerical workers, effective January 1, 1946 and February 1, 1946, respectively.

The Company points out that the clerical workers have received substantial wage benefits since V-J day. It contends that whether or not these benefits be considered as "general increases" or as adjustments of "intra-plant inequities", they are virtually equivalent to the 10 percent general increase to the physical workers. The Company further contends that its wage history since 1941 down to and including its outstanding offers should be considered as a whole, and that thus considered, the rates for clerical workers have improved substantially more than the rates for physical workers. Next, the Company contends that its clerical rates equal or exceed rates for comparable occupations in other utilities or other industries in California. Finally, the Company contends that

any further increase in its clerical rates would upset the relationship between the physical and clerical rate structures, and would result in a demand by the physical workers for a further increase, particularly in view of the competition between the UWUA and the IBEW.

As a general rule, the adjustment of intra-plant inequities is not considered as an offset against increases otherwise due under wage stabilization regulations.

If the Board were to accept the Company's promise that post V-J day adjustments to a substantial group of employees should equitably be considered as an offset to a general increase otherwise due because of the special circumstances of this case, it might be argued that the clerical workers have received an average increase of $6\frac{3}{4}$ percent, leaving only $3\frac{1}{4}$ percent still due. However, the Board would then have to weigh the fact that another substantial group - the General Office clerical employees - constituting 20 percent of the total clerical force, would have received no increase in basic hourly rates since V-J day. If this group were to receive a corresponding increase of $6\frac{3}{4}$ percent it would recreate a differential in its favor which has just been eliminated by negotiation. To avoid this result, and at the same time prevent a wind-fall to the Company, the sum represented by such an increase to this group might be distributed over the entire clerical force, resulting in an additional $1\frac{1}{2}$ percent increase or a total increase of $4\frac{3}{4}$ percent for all clerical employees effective as of October 1, 1945.

Second, disregarding the nature and source of the increases and adjustments, the clerical workers have received, with the Company's offer included, a greater increase in straight-time average hourly earnings since January, 1941, at least percentage-wise, than the physical workers. Their post V-J day increases, however, are substantially less.

Third, the Company's clerical rates do equal or exceed clerical rates for comparable occupations in other California utilities or other industries. However, by the Company's own testimony, the other large California utilities, located in Los Angeles, have been narrowing the gap.

The remaining contention of the Company is that the increases or adjustments already in effect or offered restore a previous balance between the physical and clerical wage structures. However, the most favorable view of the Company's supporting data shows that assuming the rate structures are related and were previously in balance, an increase of two percent is actually required to maintain such balance, and an increase of five percent is permissible and justified. In any event, the objective of a perfectly balanced wage structure - highly commendable though seldom, if ever, achieved in practice, cannot be considered to the exclusion of all other factors in a labor dispute. This is particularly true in the present case in view of the agreement of the parties that the Board is to base its recommendations on the over-all equities in the case.

The possibility of a further demand by the physical workers or some particular classification thereof, through the competing union, is remote and speculative. In any case, the Company has exposed itself to, if not invited, further wage demands of various kinds, first by one union and then by another, by making no effort to secure from either union a firm contract on wages, with a fixed termination or reopening date.

To summarize, if the Board were to accept the principal contention of the Union, the clerical workers would receive an increase of ten percent to match the ten percent increase made effective for the physical workers as of October 1, 1945. If the Board were to accept the principal contention of the Company, with respect to a "balanced wage structure", the clerical workers would receive an increase of two percent.

The Board is not prepared to accept the contentions of either party in toto. On the basis of the whole record, and considering the over-all equities in the case, the Board is unanimously of the opinion that the clerical workers are entitled to an increase of 5 percent, effective October 1, 1945, on the adjusted rates in effect as of that date.

3. Retroactivity of the 5 and 2-1/2 percent offers.

The Company has now outstanding an offer of a 5 percent increase to all workers effective January 1, 1946, and a further 2-1/2 percent increase effective February 1, 1946. The Union demands retroactivity to October 3, 1945, the date of its original wage demand, and the approximate date of the first 10 percent increase to the physical workers.

Management and labor are of course free in collective bargaining negotiations to agree on full, partial or no retroactivity at all. Where collective bargaining fails and third parties, governmental or otherwise, are called upon to determine this issue, some guiding principle must be invoked. It is now a recognized guiding principle of industrial jurisprudence, although by no means an absolute rule, that in the absence of special circumstances, wage adjustments recommended or ordered by a public agency should be made retroactive to the date of wage demand or wage reopening. Such a principle is conducive to sound labor relations and operates in the public interest. Application of this principle, as experience shows, provides an inducement to workers to stay on the job during lengthy negotiations or arbitration or fact-finding proceedings. Conversely, failure to apply this principle provides a financial incentive to the other party to delay in negotiations, and by the same token increases the likelihood of a strike in order to expedite a settlement.

The foregoing principle would seem to be especially applicable to a case like the present where the continued operation of a public

utility is at stake. There are no special circumstances in this case justifying a substantial departure from the principle. The record shows that after their demand of October 3, 1945 the workers stayed on the job despite a delay of over four months before receiving a counter-offer, and despite a subsequent incident which they regarded as especially provocative, whether or not so intended. Second, the Company itself seems to have recognized the principle when the original increase of 10 percent, though not announced until January, 1946, was made retroactive to October 1, 1945. Third, the general practice of other California utilities with respect to increases negotiated since V-J day, with few exceptions, has been full retroactivity to the date of demand or wage reopening. Finally, by comparing the actual dates on which increases constituting the post V-J day pattern in comparable California utilities were made, retroactivity of a 10 percent increase to September 1, 1945 and an additional 7-1/2 percent increase to November 1, 1945 would be easily justified.

The Board is unanimously of the opinion that the guiding principle with respect to retroactivity should be applied to this case. At the same time, under the special agreement of the parties in this case, the Board is free to consider the issue of retroactivity as a part of the overall equities of the case. Weighing all the circumstances, the Board is unanimously of the opinion that the 5 percent increase offered by the Company to be effective January 1, 1946 should be made effective as of November 1, 1945, and that the additional 2-1/2 percent increase should be made effective as of the date offered by the Company, namely February 1, 1946.

VII RECOMMENDATIONS

The Board unanimously recommends

- (1) That the Union's demand for a general wage increase in excess of

the 18.5 percent increase offered by the Company to the physical workers be denied.

(2) That all clerical workers be granted an increase of 5 percent, effective October 1, 1945, on the adjusted rates in effect on that date.

(3) That the additional increases of 5 percent and $2\frac{1}{2}$ percent offered by the Company to all physical and clerical workers be made effective as of November 1, 1945 and February 1, 1946, respectively.

VIII. OBSERVATIONS

The Board, having spent several weeks in hearing the parties and studying the record, feels impelled to make certain observations which, though perhaps gratuitous, may be helpful to the parties and to the general public in appraising the Board's recommendations.

This case is in many respects unique. The sore spots in this dispute are scarcely apparent from the superficial written record. At bottom is a mutual desire for a stabilized wage structure, but with each party taking a different view of the method to achieve that objective. The case illustrates, among other things, the numerous and complex problems which may arise in analyzing and appraising an existing wage structure in its historical perspective.

The Board's recommendations may be said to benefit the Company as follows:

First, the Board has accepted the Company's contention that its offer of an 18.5 percent increase meets the existing pattern of post V-J day increases for comparable utilities, although certain Southern California utilities have granted higher percentage increases and more favorable retroactive dates to their employees.

Second, the Board has accepted the Company's other main contention that under the special circumstances of this case, substantial wage adjustments to the clerical workers made since V-J day, though admittedly

incident to the completion of the process of revision of the Company's internal wage structure, should not be entirely divorced from the issue of a general increase. As a result, the Company receives a credit of 5 percent towards the 10 percent general increase otherwise due the clerical employees.

Third, while the Board has recommended an additional increase of 5 percent to the clerical workers, at least 2 percent is due on analysis of the Company's own data. As to the remaining 3 percent, the only possible basis for objection by the Company is that certain classifications of physical workers may be thrown out of balance to this extent with certain classifications of clerical workers which in its judgment are comparable. On the other hand, observing that with the payment of the sum represented by this 3 percent, the Company will have simultaneously discharged its obligations concerning post V-J day general increases, loss of take home pay, increased cost of living, and the elimination of long-standing inequities, the Board cannot but conclude that the Company will have received full value for this additional expenditure.

The Board's recommendations may be said to benefit the Union as follows:

First, the Board has accepted the Union's contention in principle that in the absence of special circumstances wage increases should be made effective as of the date of demand or wage reopening, in order to insure stability in labor relations and to protect the public interest in continuity of production, particularly in public utilities.

Second, the Board's recommendation as to the clerical workers, while providing 5 percent increase instead of the 10 percent requested, will result in increases (from all sources) in straight-time average hourly earnings for the clerical workers, since January 1941 of 55.8 percent or

46.2 cents, as contrasted with 44.5 percent or 41.3 cents for the physical workers.

Third, the corresponding increases (from all sources) in straight time average hourly earnings since V-J day will be as follows:

For the physical workers - 18.5 percent or 20.9 cents.

For the clerical workers - 20.9 percent or 22.3 cents.

For all workers - 19.7 percent or 21.3 cents.

Fourth, the results as to "take home pay" since V-J day will be as follows:

For the physical workers - minus 1.9 percent (estimated).

For the clerical workers - plus 12.6 percent (estimated).

An overall appraisal of the Board's recommendations as reflected in straight-time average hourly earnings is set forth in the following table.

TABLE 3. INCREASES IN STRAIGHT-TIME AVERAGE HOURLY EARNINGS, AS BASED ON UNION DEMAND, COMPANY OFFER, AND BOARD RECOMMENDATION. 1/

	Increases since		Increases since	
	January, 1941		August, 1945	
	Cents	Percent	Cents	Percent
All workers				
Union demand	46.8	52.4	24.5	22.0
Company offer	42.0	47.2	19.8	17.7
Board recommendation	43.6	48.8	21.3	19.7
Physical workers				
Union demand	43.0	46.3	22.6	20.0
Company offer	41.3	44.5	20.9	18.5
Board recommendation	41.3	44.5	20.9	18.5
Clerical workers				
Union demand	54.1	65.5	30.3	28.4
Company offer	40.1	48.4	16.1	15.2
Board recommendation	46.2	55.8	22.3	20.9

1/ Based on the data in Company Exhibits 6 and 20, adjusted to reflect in estimated averages for August, 1945, adjustments to clerical workers of sex differentials, "overlap", and various inequity adjustments retroactive to December 2, 1944.

In any event, the Board's recommendations represent its best judgment as to the most equitable disposition of this difficult and complicated case. The case would have been even more difficult and complicated, and the recommendations perhaps less realistic had it not been for the full and frank cooperation of the parties, and the experience and expertness of their representatives.

Respectfully submitted,

Benjamin Aaron

Clark Kerr

Nathan P. Feinsinger,
Chairman

APPENDIX I

LIST OF EXHIBITS (By Title or Description)

BOARD EXHIBITS

1. Telegram from E. L. Warren, Director, U. S. Conciliation Service, to N. P. Feinsinger, confirming his appointment as Chairman of the Fact-Finding Board.
2. Signed stipulation of parties.
3. Order of Secretary of Labor, L. B. Schwellenbach, establishing the Fact-Finding Board.
4. History of wage rate changes for physical classifications January 1, 1941 to date.
5. History of wage rate changes for clerical classifications for January 1, 1941 to date.
6. Agreement of Pacific Gas and Electric Company and Local Unions 133, 134 135, 136, 137, 169, 236 and 241 of Utility Workers Organizing Committee of the Congress of Industrial Organizations.
 - 6a. Interim agreement of Pacific Gas and Electric Company and Local Union #134 of Utility Workers Organizing Committee of the Congress of Industrial Organizations.
 - 6b. Second supplementary agreement between Pacific Gas and Electric Company and Local Unions 133, 134, 135, 136, 137, 169, 236 and 241 of the Utility Workers Union of America (CIO).
7. Wage increases of selected public utility companies in California since August 18, 1945. (BLS).
8. Letter from W. A. Bledsoe, Regional Director of BLS, to Mr. N. P. Feinsinger, Chairman, Fact-Finding Panel, dated May 24, 1946.
9. Summary of Union case.
10. Summary of Company case.

11. Tabulations prepared by Bureau of Labor Statistics indicating wage increases of public utility companies in selected industrial areas on the Pacific Coast since August 18, 1945.

COMPANY EXHIBITS

1. Map indicating territory served by the Pacific Gas and Electric Company, December 31, 1945.
2. Fortieth annual report of Pacific Gas and Electric Company, 1945.
3. Map showing bargaining units of physical workers. Breakdown between IBEW units and UWUA units.
4. Map indicating bargaining units of clerical workers. Breakdown between IBEW units and UWUA units.
5. Chart showing Pacific Gas and Electric agreements with labor unions in effect as of May 20, 1946.
6. Report showing average hourly wage rate for physical and outside employees, office and clerical employees and total of both groups for January 1941, June 1945 and December 1945.
7. Supplement to letter dated April 11, 1946 from L. J. Nevraumont to Lynn Hames, UWUA-CIO. Supplement to Union Exhibit 23-A.
8. History of wage rate changes for certain physical classifications - January 1, 1941 to date.
9. Map showing clerical wage rate areas prior to October 1, 1945 with a segregation of clerical employees in various areas.
10. Tabulation indicating percentage increase of wage rate changes for certain physical classifications, January 1, 1941 to date, Supplement to Panel Exhibit No. 4.
11. Tabulation indicating percentage increase of wage rate changes for certain clerical classifications January 1, 1941 to date. Supplement to Panel Exhibit No. 5.

12. Tabulation indicating percentage increase of wage rate changes for certain physical classifications January 1, 1941 to date. Supplement to Company Exhibit No. 8.
13. Comparison of wage rates of physical workers of P. G. & E. as of V-J Day vs. May 2, 1946.
14. Comparison of wage rates of clerical employees of P. G. & E. as of V-J Day vs. May 2, 1946.
15. Copy of Employees Information Bulletin No. 127, dated June 29, 1945, issued by P. G. & E.
16. Copy of Employees Information Bulletin No. 127-A, dated October 8, 1945, issued by P. G. & E.
17. Columnar chart showing comparison of wage rate on V-J Day and May 2, 1946 and the increase between these dates.
18. Outline of wage adjustments received by H. B. Mayhew, First Operator, South Tower, P. G. & E.
19. Letter from J. H. Baker, Chairman, Utilities Workers Joint Strike Committee, to L. J. Nevraumont, dated April 30, 1946, and letter of April 26, 1946, from Mr. Nevraumont to Mr. Baker.
20. Report showing average hourly wage rate for physical and outside employees, office and clerical employees and total of both groups giving effect to proposed increases January 1946, February 1946 and present. Supplement to Union Exhibit 15-A and Company Exhibit 6.
21. Copy of interdepartmental memo from L. J. Nevraumont, Personnel Department, to various Pacific Gas and Electric Company employees in answer to a "Statement to the Management of P. G. & E," presented to him by the UWUA.
22. History of the relationship between maximum wage rates for certain physical classifications and comparable clerical classifications, January 1, 1941 to February 1, 1946.

- 22-A. History of the relationship between maximum wage rates for certain physical classifications and comparable clerical classifications, January 1, 1941 to February 1, 1946.
23. Comparison of maximum wage rates for various job classifications in California public utilities - 1942 compared to May 1946.
24. Comparison of clerical wage ranges in California public utilities.
25. Survey of wages paid by various employers to clerical employees segregated by industry, geographic areas, population groupings and job classifications, May 1946.
26. Frequency chart of increases from "V-J Day" to date (May 4, 1946).
27. Wage adjustments from "V-J Day" to date as reported by companies listed in exhibit.
28. International Brotherhood of Electrical Workers' Bulletin dated April 25, 1946.
29. Number and percent of employees involved in wage increases. Record of daily and weekly employees taken from January 1, 1946, records, P. G. & E. Co.

UNION EXHIBITS

1. Letter from Mr. Lynn Hames, Utility Workers Union of America, to Mr. L. J. Nevraumont, Pacific Gas and Electric Co., dated October 3, 1945.
2. Letter from Mr. Hames to Mr. Nevraumont, dated October 23, 1945.
3. Letter from Mr. R. J. Tilson to Mr. Lynn Hames, dated October 25, 1945.
4. Letter from Mr. Nevraumont to Mr. Hames, dated December 17, 1945.
5. Letter from Mr. Hames to Mr. Nevraumont, dated December 19, 1945.
6. Letter from Mr. Nevraumont to Mr. Hames, dated January 11, 1946.
7. Letter from Mr. Hames to Mr. Nevraumont, dated January 24, 1946.
8. Letter from Mr. Hames to Mr. Nevraumont, dated February 6, 1946.

9. Letter from Mr. Hames to Mr. Nevraumont, dated March 6, 1946.
10. Union outline of arguments and exhibits.
11. Issues in dispute between U.W.U.A. and P. G. and E.
12. The utility workers have suffered a severe drop in take-home pay, resulting from the cessation of wartime overtime.
13. What a minimum standard of health and decency costs per year at present prices in San Francisco.
14. Adjustment of Heller budget, S. F. from March 1945 to March 1946.
15. Annual cost of Heller Committee wartime budget, by items, San Francisco, 1945.
 - 15a. Report showing average hourly wage rate for physical and outside employees, office and clerical employees and total of both groups for January 1941, June 1945 and December 1945.
(Material submitted by Company).
16. Cost of living figures for March 1946.
17. The C.I.O. cost of living index is more accurate than the B.L.S. "Consumer Price Index."
18. Man-hours worked per month, all employees - excluding executive, professional and administrative (in thousands). Source: Calif. Railroad Commission.
19. Man-hours worked and selected measures of physical output, P. G. & E., 1941-1944.
20. Output per man-hour, P. G. & E., 1941-1944. (Indexes - 1941= 100).
21. Total salaries, wages and commissions paid per revenue dollar - Pacific Gas and Electric Co., 1936 to 1944.
22. Total salaries, wages and commissions paid per dollar of operating expense, Pacific Gas and Electric Company, 1940 to 1944.

23. Amounts involved in dispute between UWUA-CIO & P. G. & E. above October 1, 1945 rates.
- 23-A. Letter to Mr. Lynn Hames from Mr. L. J. Nevraumont, dated April 11, 1946.
24. Increases in labor costs described by Mr. Nevraumont, Personnel Manager of P. G. & E., in testimony before the California Railroad Commission, March 1, 1945.
25. Excerpts from Opinion and Order of the Railroad Commission of California in reducing gas rates of P. G. & E. on February 28, 1946. (Decision No. 38638, January 23, 1946, Case No. 4749, p.p. 317-319).
26. P. G. & E.: Estimated effect of specified changes from 1945 to 1946 on taxable income and computed net revenue.
27. Estimated savings of P. G. & E. resulting from elimination of wartime overtime.
28. P. G. & E.: Computed net revenue after Federal income taxes, 1945, and estimated for 1946.
29. Profits before taxes, 1936--1944 - Pacific Gas and Electric Company.
30. Profits after taxes, 1936--1944 - Pacific Gas and Electric Company.
31. Major items from comparative balance sheet - Pacific Gas and Electric Company (as of end of 1939 and 1945).
32. The pattern of wage increases in the public utility industry in California since August 18, 1945.
32. (Revised). The pattern of wage increases in other public utilities in California since August 18, 1945.
32. (Revision #2). The pattern of wage increases in other public utilities in California since August 18, 1945.
- 32-A. Other class "A" utilities in California.
- 32-B. History of general wage increases in specified public utilities in California, January 1941 to June 1945.

DAMAGED PAGE(S)

- 32-C. Wage rates for Southern California Gas Co. and Southern California Edison Co. (Supplement to Union Ex. 32-B).
33. P. G. & E. - Physical workers wage range 10/1/45; at company offer of 18.4 percent and at union demand - 20 percent.
34. The rise in the cost of living has hit all white collar workers especially hard.
35. History of collective bargaining for clerical workers in P. G. & E.
36. Letter from Angela Ward, Union Representative, to Mr. Nevraumont, dated June 15, 1945.
37. Letter from Angela Ward to Commissioner William J. Curtin, Conciliation Service, dated July 10, 1945.
38. List of various inequity adjustments made by P. G. and E.
39. Official Statements by Officials of P. G. & E. admitting that adjustments listed in Exhibit No. 38 were inequity adjustments.
40. Proposed method of progression in connection with job bidding procedure. (clerical).
41. list of general basic wage rate increases granted by P. G. & E to all employees earning below \$300 a month.
42. Treatment of clerical workers in general wage increases under the Wage Stabilization program.
43. P. G. & E. contributions, dues, and subscriptions of \$1,000 and over to industrial and trade associations, 1945.
44. Advertising expenses, P. G. & E., 1936-1944.
45. The discrimination against clerical workers can be ended by P. G. & E., merely by eliminating certain unjustified expenditures.
46. Inequities suffered by P. G. & E. workers.
47. Analysis of Company Exhibit No. 20.
47. (Revised). Analysis of Company Exhibit No. 20.
48. Record of the time taken by the Company in negotiating on the October 3, 1945, demand of the UWUA-CIO.
49. P. G. & E. Employees' Information Bulletin #136.

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